

AGREEMENT
UPON
SALARIES AND TERMS
AND
CONDITIONS OF EMPLOYMENT

BETWEEN
THE BLACK HORSE PIKE
REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

AND
THE BLACK HORSE PIKE
SUPERVISORS ASSOCIATION

JULY 1, 2003

TO

JUNE 30, 2006

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BOARD OF EDUCATION

AND

THE BLACK HORSE PIKE
SUPERVISORS' ASSOCIATION

JULY 1, 2003 TO JUNE 30, 2006

PREAMBLE

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District, hereinafter called the "Board," and the Black Horse Pike Supervisors' Association, hereinafter known as the "Association." The parties have reached certain understandings which they desire to confirm in this Agreement; therefore, in consideration of those mutual covenants, it is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. DEFINITION OF THE UNIT

The Board recognizes the Supervisor's Association as the exclusive representative for the unit described herein for the purposes of collective negotiations with respect to grievances and terms and conditions of employment. The Supervisors' Association unit, will consist of the professional staff employees who hold the positions of district supervisor, building based department supervisor, assistant department supervisor, acting supervisor, director of guidance, library media center supervisor, athletic director, assistant athletic director, and all other supervisory job titles, but shall exclude non-certificated employees, teachers, principals, the Director of Technology, vice principals and central office administration.

The Board agrees not to negotiate concerning supervisors in the unit defined above with any organization or individual other than the Supervisors' Association for the duration of this agreement.

B. DEFINITION OF EMPLOYEE OR SUPERVISOR

Unless otherwise indicated, the term "employee" or "supervisor" when used in this agreement, will refer to all employees represented by the Supervisors' Association as defined in Section A of this article.

ARTICLE II: ASSOCIATION AND MEMBERS RIGHTS AND PRIVILEGES

A. ASSOCIATION

1. The Supervisors' Association will have the right to meet on school premises upon prior notification to the principal.
2. The Supervisors' Association and its members may use mailboxes and inter-school mail to communicate with the membership, except that State statutes and Board policies prohibiting the distribution of campaign materials related to national, State, municipal, county, and School Board elections must be strictly followed.
3. The Supervisors' Association agrees to reimburse the Board for actual cost of School District supplies used for Association business.
4. The Board will consider suggestions of the Supervisors' Association relative to the school calendar. The Board reserves unto itself the right to establish the school calendar. Supervisors' Association calendar suggestions must be filed with the superintendent by February 1 of the preceding school year to be considered.

B. MEMBERS

When a supervisor is required to appear before the principal, superintendent, the Board or a committee of the Board concerning a matter which could adversely affect continuation of that supervisor in his/her office, position, or employment, including a verbal reprimand, or the salary or any increments pertaining thereto, the supervisor will be given prior written notice of the reason(s) for meeting and will be entitled to have a representative of the Association Executive Committee present to advise him/her. If a complaint regarding a supervisor is made by any outside person and such complaint necessitates a formal hearing, then the supervisor involved shall have the right to be represented at the hearing.

1. SUPERVISOR REVIEW OF OBSERVATION/MBO REPORT

- a. A supervisor shall be afforded the opportunity to review with the observer the contents of the observation/MBO report and s/he shall affix his/her signature to it. The report(s) shall have imprinted upon it the following legend:
- b. "The supervisor's signature on this report shall indicate that it has been read by him/her, shall not signify agreement with the contents thereof, and the supervisor shall have the right to append any comments to this report (original and all copies). The supervisor shall receive a copy of this report."

B. MEMBERS (continued)

2. DEROGATORY FILE MATERIAL

No derogatory material will be placed in the supervisor's file unless the supervisor has been given the opportunity to read same and file an answer. The supervisor shall sign the material to indicate the supervisor has seen it but such signature shall not signify agreement with the contents thereof.

3. FILE INSPECTION

Upon request, a supervisor will be afforded the opportunity to inspect, with the exception of pre-employment information, his/her personnel file in the presence of the superintendent or a designee. After the initial copy, the supervisor may have a copy of file materials available for inspection at his/her own expense. There shall be only one official file.

4. WRITTEN COMMUNICATION

Adverse or positive written communication regarding the performance of a supervisor by a superior, parent, pupil, student teacher, or another person will be called to the attention of the supervisor as soon as possible. Any adverse criticisms or reprimands made to supervisors by either the principal or superintendent shall be made outside the presence of subordinates and peers.

5. REDUCTION IN FORCE

The Board will communicate planned supervisory force reductions to the Supervisors' Association at least 60 days prior to implementation. Discussions on the topic may be requested by either party.

For the length of this contract, the positions in effect shall not be reduced: 7 district supervisors, 3 Guidance Directors, 3 Athletic Directors, and 3 Assistant Athletic Directors.

C. SUPERINTENDENT'S LIAISON COMMITTEE

The Association will select a committee of four members which will meet periodically during the school year with the superintendent and principal, and others designated by the superintendent, to discuss and review matters of interest and concern to the Association and the superintendent.

1. Each party may bring additional persons to liaison meetings.
2. The meeting dates, times and sites will be by mutual agreement.
3. An agenda shall be established prior to the meeting and communicated to participants at least 24 hours in advance. The agenda will be decided by consultation between the superintendent and an Association designee. Other items may be discussed by mutual agreement of those in attendance at a particular meeting.
4. Matters which could be discussed and treated at the level of the building principal may not be discussed at a superintendent's liaison meeting until a discussion has taken place with the building principal.

D. LEAVE FOR ASSOCIATION BUSINESS

Two (2) days shall be available to the Association, at the discretion of the President of the Association, to be utilized for Association business. These days must have prior administrative approval, which said approval shall not be unreasonably denied.

ARTICLE III: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "Grievance" shall mean a complaint by the Association that there has occurred to any member, group or class of members in the unit, a violation of the Agreement, Board Policy, written administrative decision, which affects the terms and conditions of employment.
2. An "aggrieved person" or the "aggrieved" is a supervisor or group of supervisors or the Association making the claim and/or filing the formal grievance.
3. The "respondent" is the person or group of persons against whom the claim is made.

B. EFFORTS TO RESOLVE INFORMALLY

1. Nothing in this article or this agreement will be construed to limit the right of an individual supervisor, a group of supervisors, officers of the Supervisor's Association, or a representative of the Supervisors' Association to discuss any and all matters of school or Association business with an administrator, director, or the superintendent.
2. A formal written grievance may not be filed until the aggrieved has attempted to resolve the complaint through informal discussion with the respondent and the principal.

C. FILING PROCEDURE

1. A written grievance must be filed within 20 calendar days of the alleged occurrence. The standard form for filing grievances is attached to this agreement as Schedule A.
2. Incomplete grievance forms may be returned to the Supervisor's Association for required data. The principal's or superintendent's time deadline to respond will not begin to toll until the incomplete form is returned. A grievance form may not be returned to the Association more than one time at each level.
3. Once the grievance has been defined by the Association on the initial form, it will remain firm for the duration of the process. The Supervisors' Association may present additional information for consideration if such information was not available to the Association when the original grievance was filed.

D. REPRESENTATION

The Supervisor's Association, the respondent, and the administrator hearing the complaint shall be entitled to representation of their choice, except that representation will be limited to two persons. This provision can be waived only by mutual agreement.

E. LEVEL ONE: PRINCIPAL OR ASSISTANT SUPERINTENDENT

1. All initial grievances must be filed with the school principal for building based supervisors and with the assistant superintendents for district supervisors. If more than one school is encompassed by the grievance, simultaneous written grievances should be filed with the respective principals and/or the district assistant superintendents.
2. Grievances must be stated in writing on the form attached as Schedule A and shall make known full details of the grievance. The complaint will specify:
 - a. the nature and date of the alleged occurrence in reasonable detail, indicating portions of the agreement, Board Policy, Administrative Code or New Jersey Statute alleged to have been misinterpreted, misapplied or violated;
 - b. the nature and extent of any injury, loss or inconvenience;
 - c. the results of informal discussions;
 - d. why grieving was dissatisfied with the decision rendered; and
 - e. expected relief, corrective action or alternatives thereof.
3. The principal or the assistant superintendent (per Article III E. 1.) may convene a discussion session with the aggrieved and respondent, if deemed necessary, to arrive at further understanding of the matter, to conduct fact-finding, or to arrive at a mutually satisfactory settlement of the problem. Such a session must be convened within seven working days of receipt of the written grievance. Whether or not an informal session is convened, the principal must respond in writing to the complaint within ten working days.

F. LEVEL TWO: SUPERINTENDENT

If the grievance has not been resolved satisfactorily at Level One, the Association may appeal directly to the superintendent within five working days after receipt of the principal's written response.

1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the principal's response was not satisfactory. The appeal may offer alternative solutions.
2. The superintendent may convene an informal discussion session with the aggrieved, respondent, and principal if deemed necessary.
3. The superintendent shall respond in writing within 15 working days after receiving the Supervisors' Association appeal.

G. LEVEL THREE: BOARD OF EDUCATION

If the Association has not been resolved satisfactorily at Level Two, the Supervisor's Association may appeal directly to the Board of Education within seven working days after receipt of the superintendents written response. The written appeal shall be directed to the board secretary/business administrator.

1. The appeal may be stated on the established grievance form and any necessary attachments. The appeal must state specifically why the superintendent's response is not satisfactory. The appeal may offer alternative solutions.

G. LEVEL THREE: BOARD OF EDUCATION (continued)

2. The Board President shall arrange to conduct an informal discussion on the matter at the next regular workshop session of the Board, provided the grievance appeal reaches the board secretary/business administrator at least five working days prior to that meeting. The Board or a committee of the Board, the superintendent, the principal, the respondent, and the grievant will be invited to attend the informal discussion session.
3. The written decision of the Board shall be delivered to the parties within five working days after the next regular monthly meeting of the Board following the workshop session at which the informal discussion took place.

H. LEVEL FOUR: ADVISORY ARBITRATION AND OTHER TRIBUNALS

If the grievance remains unresolved at Level Three, the Supervisor's Association may seek the following avenues of appeal:

1. Disputes growing out of application of Administrative Code or Statutes will be submitted to the Commissioner of Education, the courts, or another appropriate judicial or quasi-judicial tribunal. Such matters shall be precluded from arbitration.
2. The decision of the Board shall be final and binding on all matters relating to policies of the Board and administrative decision affecting supervisors, except where law allows appeal to the Commissioner, the Courts, or the Public Employment Relations Commission.
3. Unresolved grievances concerning terms and conditions of employment which are embodied in New Jersey Statutes or Administrative Code may be submitted to the Commissioner, the Courts or to the Public Employment Relations Commission.
4. For matters growing out of interpretation of this agreement, the Supervisor's Association may seek a third party opinion in the form of voluntary advisory arbitration.
 - a. Within ten working days after receiving the written decision of the Board, the Supervisor's Association may file a written request with the board secretary/business administrator to appoint an arbitrator through the auspices of the American Arbitration Association.
 - b. Thereafter, the matter shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - c. The arbitrator will not have jurisdiction to determine arbitrability of the issues but rather the arbitrability will be determined by the appropriate judicial or quasi-judicial tribunal.
 - d. The arbitrator will be limited to consideration of only the issues submitted and can add nothing to or subtract anything from the Agreement between the parties.
 - e. The written decision of the arbitrator will be advisory only. The parties may disregard or adopt all or parts of the arbitrators decision.

H. LEVEL FOUR (continued)

- f. The following matters also will not be submitted to an arbitrator:
 - 1) Those in which the Board is without authority to act.
 - 2) Complaints arising out of non-reemployment of a supervisor for economy or efficiency purposes.
 - 3) Complaints arising out of lack of employment or lack of retention of a supervisor for reason of poor performance.

I. OTHER CONSIDERATIONS

- 1. When an appeal is moved to a higher level, the entire file containing all correspondence and decisions shall be transmitted with the appeal. Upon final resolution of a grievance, the entire file shall be forwarded to the Office of Superintendent for permanent maintenance.
- 2. Each party shall bear the total cost incurred by themselves and will share equally the fees and expenses of the arbitrator.
- 3. Informal sessions will be scheduled so as not to conflict with classroom duties of supervisors. The Board shall not be required to incur any expense for substitute teachers in the course of processing grievances.
- 4. Time limits must be respected by the parties unless a change is mutually agreed upon. If time limits are not observed by the Board or its administrators, the grievant may proceed without challenge to the next level. If the Supervisors' Association fails to adhere to the time limits, the matter will be considered dropped without challenge or recourse.
- 5. Grievance statements must be specific. Witnesses and respondents must be clearly identified in the initial written grievance.
- 6. When a supervisor selects representation other than the Supervisor's Association, a representative of the Supervisor's Association shall have the right to be present and to state Association views at Levels One, Two, and Three of this grievance procedure.
- 7. When a subpoena is issued to a supervisor to appear before an arbitrator during school time, the supervisor shall not suffer a loss in pay.

ARTICLE IV: DURATION

A. AGREEMENT DURATION

This agreement shall be effective for the period from July 1, 2003 to June 30, 2006.

B. BARGAINING LIMITATION

The Association and the Employer for the life of this Agreement each waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

C. MODIFICATION OF EXISTING WORK RULES AND THIS AGREEMENT

Any changes or modifications in existing rules governing working conditions shall be negotiated with the Association before they are established. The Agreement shall not be modified in whole or in part by the parties except by written instrument duly executed by both parties.

ARTICLE V: TUITION REIMBURSEMENT

The Board will reimburse supervisors for graduate credits earned during the course of a given school year under the following conditions:

A. AVAILABLE FUNDS

Eligible staff members will be reimbursed only for actual costs of tuition, not to exceed a total of \$8,000 in year one, \$8,500 in year two and \$9,000 in year three of the contract for all members. In the event these amounts are not sufficient to cover all supervisors' requests, the amount available shall be prorated among eligible supervisors.

Supervisors shall not be reimbursed for more than 12 graduate credits per year. If a supervisor successfully completes six or more graduate credit hours during a summer session when District classes are not in session, the maximum may be increased to 15 credits per year, provided the supervisor requested and was granted prior approval by the superintendent to take the additional course.

B. APPLICATIONS

Applications will be filed beginning July 1 of the school year involved but none will be considered which are filed after January 20 of a given year.

The request will indicate the type of graduate course the supervisor intends to take, the anticipated tuition cost, and the name of the college or university whose graduate credits are acceptable to the New Jersey State Board of Examiners for certification purposes.

C. QUALIFYING COURSES

“Qualifying courses” applies to either traditional college or university programs or NJPSA EXCEL.

1. Supervisors taking courses “in their discipline,” defined to mean in the supervisor’s subject area, education courses, or courses required in a program considered to be in the supervisor’s subject area; shall be eligible for tuition reimbursement in accordance with the standards contained in this article. A course taken outside of the supervisor’s subject area, or which is not an education course or which is a course not required in a program which is considered to be in the supervisor’s subject area, shall be defined as a “course taken outside of discipline” and shall not be subject to tuition reimbursement without specific prior approval of the superintendent. The superintendent shall respond to a request for approval to take an “out of discipline course” for reimbursement purposes within ten school days.
2. A supervisor who wishes to have consideration for reimbursement for an undergraduate course must seek prior approval of the superintendent in the manner described in Section C-1 of this Article.
3. Upon completion of the EXCEL program, a supervisor must work in the Black Horse Pike Regional School District for a period of at least 186 days. If this 186 day obligation is not met, then any monies given to the supervisor as tuition reimbursement for the EXCEL program must be reimbursed in full to the Black Horse Pike Board of Education.

D. GRADE REQUIREMENT

In no event will a supervisor receive tuition reimbursement unless the supervisor receives a grade of “B” or higher, or its equivalent, or “passing” in a pass/fail course; which grade must be verified by an official transcript or by a letter of explanation from the college, university, or professional organization involved, explaining when the transcript will be available, received by the superintendent within 90 days after course completion. If a supervisor takes courses over more than one semester, the official transcript need not be sent until after the completion of the last course for the fiscal year. Copies of the unofficial transcript will be accepted after completion of courses during earlier semesters in order to permit initial payment.

E. OTHER REQUIREMENTS

Subject to the conditions described in this article and subject to receipt of official college transcripts, verification of courses as graduate credit, verification of actual tuition costs, verification of available funds and substantiation that the college or university offers graduate credits acceptable to the New Jersey State Board of Examiners for certification purposes, and upon receipt of a signed voucher required by statute, tuition will be reimbursable to supervisors within 15 days after the Board meeting subsequent to supervisors meeting all of these requirements and conditions.

Reimbursement for the EXCEL program shall also take place within 15 days after the Board meeting subsequent to supervisors meeting all of these requirements and conditions.

ARTICLE VI: INSURANCE COVERAGE

A. HEALTH BENEFITS PROGRAM

The Board shall provide the family health care insurance protection for each supervisor in the bargaining unit. The present insurance plan utilized by the Board of Education is as follows. The medical plan is provided by AmeriHealth and offers two Point-of-Service Plan options: POS 10 and POS 15. POS 10 offers lower in-network co-payments, and higher out-of-network out of pocket cost, relative to higher in-network co-payments, and lower out-of-network out of pocket costs through POS 15. Both plans cover vision exams and hardware, and provide a \$100.00 reimbursement. The parties shall be bound by the rules and regulations of the NJSHBP and other statutes, codes, and regulations governing health care insurance for public employees.

B. FAMILY COVERAGE CONDITION

The Board will pay the full cost of family protection where appropriate, providing that at least 51 percent of the unit members participate in the health care insurance program provided by the Board.

C. NONPARTICIPATING SUPERVISORS

In the event a supervisor chooses not to participate in or be enrolled in the health care insurance plan provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation. The parties agree to establish a Section 125 (IRS Code Plan) for the purposes of making available a cash option.

1. Any employee otherwise entitled to full family health insurance coverage will have the option of withdrawing from such coverage and to be paid a sum equal to 40% of the family premium coverage for each year that the withdrawal remains in effect. All withdrawals from health insurance coverage will be for a minimum of one year corresponding to the benefits period established by the Boards carrier. The cash payment shall be a stipend payable quarterly.
2. In addition to the family health insurance coverage, the employee shall be given the option to withdraw from other insurance coverage available by the Board of Education and to be paid a sum equal to 40% of said coverage. All withdrawals from the insurance coverage will be for a minimum of one year corresponding to the benefits period established by the Boards carrier. The cash payment shall be in the form of a stipend payable quarterly.
3. Notwithstanding the above, the employees who have a change in status, e.g., termination of employment, divorce (copy of the decree required), legal separation (copy of the decree required), death (copy of the certificate required), a group contract/policy terminated, a military discharge (Form D0214 required), which causes them to lose coverage elsewhere shall be entitled to re enroll in the health plan during the plan year providing the employee gives the Board notice of the change in status within sixty (60) days of the event causing the change; otherwise all elections or cash options shall be in effect for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be pro-rated for those employees subject to a change in status.
4. Return to benefits plan for reasons other than change of status is subject to the terms of the carrier.
5. The parties agree that the cash option provision shall be rescinded if there is any tax liability (state or federal) to employees who continue to choose benefits.

D. DESCRIPTION OF COVERAGE

The Board agrees to request the insurance carrier to provide each supervisor with a description of the health care insurance coverage provided under this article.

E. DENTAL INSURANCE

The Board shall arrange a family dental insurance program agreed to by the Association and the Board, which will cover 100 percent of diagnostic and preventive dental services, up to four prophylaxis procedures per year, 100 percent of remaining basic dental services, and 50 percent of prosthodontic services, up to a maximum of \$1,800 per year for these services for each eligible patient, when such services are performed by member dentists whose fees are based upon "usual, customary, and reasonable fee" concept. Orthodontic coverage on a 50/50 co-pay basis up to a maximum of \$1,500 per case will be included. The \$1,500 maximum is separate and apart from the \$1,800 maximum for preventive, basic and prosthodontic services. All present and future employees will become eligible for this benefit on the first day of the month following two months of continuous full time employment with a minimum of 20 hours per week.

Eligibility, enrollment and governing administrative policies shall be as negotiated with the carrier and as regulated by the State Health Benefits Commission, pursuant to Chapter 12, P.L. 1975 and subsequently enacted controlling legislation.

F. PRESCRIPTION INSURANCE

The Board shall provide a family prescription insurance plan as offered by a carrier agreed to by the Association and the Board. Conditions and provisions of the coverage are as administered by Benecard, using NPA as the pharmacy benefits manager. The co-payments are \$10 brand, \$5 general, and \$1 for mail order prescriptions.

G. EXTENSION OF BENEFITS

The Board will continue to pay medical insurance premiums for coverage described in this Agreement for up to one year for supervisors who are temporarily medically disabled for an extended period of time and are unable to report to work. The medical disability must be described briefly in writing by a physician and the physician must certify the disability precludes the employee's return to work. Disputes concerning the nature and scope of such disabilities will be resolved by the process described in Article X, Section D-3c of this Agreement. At the Board's discretion, the coverage may be extended for up to one additional year.

ARTICLE VII: SUPERVISOR EVALUATION

Supervisors shall be evaluated only by persons properly certificated by the State to perform that function.

ARTICLE VIII: SICK LEAVE

A. ENTITLEMENT AND NOTIFICATION

Commencing on July first of each school year, supervisors shall be entitled to 12 sick leave days for that school year and commencing on September first of each school year, assistant supervisors shall be entitled to ten sick leave days for that school year. Unused sick leave for all supervisors shall accumulate from year to year without a limit.

If a supervisor is absent four consecutive school days, a doctor's certificate concerning the illness shall be presented to the Office of Superintendent via the school principal. The supervisor shall notify the designated person or agency of anticipated absence due to illness as soon as possible, but not later than 7:00 a.m. the morning of the absence. When possible, notification will be made prior to 10:30 p.m. the preceding evening. Such notification also is required the day prior to a leave of absence pursuant to other articles of this agreement. Daily call-in shall not be required in the case of an extended illness.

Supervisors who fail to comply with this notification requirement shall suffer a loss of wages equal to 1/220th of their annual salary. Guidance Directors who fail to comply with this notification shall suffer a loss of wages equal to 1/221 of their annual salary. Assistant supervisors shall suffer a loss of wages equal to 1/200th of their pay for each day notice is not provided.

B. PREVIOUSLY EMPLOYED SUPERVISORS

Upon reemployment, a supervisor previously employed by the Board in any capacity shall be credited with all unused sick leave accumulated during the supervisor's previous period of employment, except as provided in Section C of this article.

C. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

1. Upon death or simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers Pension and Annuity Fund, a supervisor or designated beneficiary shall receive an amount equal to \$105.00 for each day of unused accumulated sick leave on the day of retirement for the first year of this contract and \$75 for each day of unused accumulated sick leave on the day of retirement for the second and third years of this contract, provided:
 - a. the supervisor has been employed continuously by the Board for a period of 15 complete years or more.
 - b. the supervisor has notified the Board of an intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergency circumstances a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board.
2. Supervisors who accept payment for accumulated unused sick leave will not be eligible for reinstatement of any sick leave should they leave retirement to be re-employed by the District.
3. Prior to retirement and in writing, a retiring supervisor must notify the board secretary/business administrator of the date payment is preferred. Payment may be requested for July 15 or January 15 of the fiscal year following retirement, provided the appropriate advance notice was given to permit budget planning.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

A. TYPES

At the beginning of each school year, supervisors shall be entitled to the following leaves of absence with full pay each year. All requests for such leaves of absence for the building based supervisors must be submitted in advance through the Office of the Principal to the Office of Superintendent for approval and for the district supervisors such leaves will be submitted through the Office of the Assistant Superintendents. Applications for leave will be made on either the form entitled "Request for Temporary Leave" or "Request for Professional Development Program", which will be submitted at least five school days in advance of the leave date(s).

1. Personal Leave

Supervisors shall be entitled to a maximum of two days for personal leave. Application for personal leave shall be made at least five school days before the requested leave date(s), except in emergencies. The applicant will certify, as required by the form, that the reason for leave is an urgent personal matter which cannot be reasonably met during non school hours. In instances where less than five days' notice is provided, the supervisor must provide a written reason for the leave. In all instances where an additional explanation is required pursuant to this article, a determination to grant the request will be at the discretion of the administration.

Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date (not including Saturday or Sunday) or an extended recess period. In emergency circumstances the superintendent may exercise discretion to waive this restriction provided a written explanation of the need for leave accompanies the request and provided the superintendent finds the reason to fall within the intended use for personal leave.

Unused personal leave shall be accumulated as sick leave each year to the extent not used, provided however in the case of non tenured supervisors, the accumulation shall not be available for use until the supervisor attains tenure.

A request to use personal leave for a religious observance will be granted only if a leave request form is filed by June 20 of the preceding school year and if "religious holiday" is the stated reason. Personal leave may be granted for religious observances only when the commitment can be met only during school hours.

2. Professional Leave

Two days per year may be used by supervisors with pay for the purpose of visiting other schools or attending meetings, clinics, or conferences or workshops of an educational nature; if requested to do so, or with prior approval of the superintendent. Additional days may be granted at the discretion of the principal. For the balance of the contract, the Board will provide an annual budget allocation of \$7,500 for use by supervisors to attend local, state and national conferences. Funds for the athletic directors shall be over and above this amount.

3. Bereavement Leave

Supervisors may be granted up to three days at any one time in the event of the death of a supervisor's parent, spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, and grandchild, or surrogate parent which could include a grandparent who actually raised the supervisor. Supervisors also shall be granted up to one day in the event of the death of a relative outside the family as defined above. Where additional absence due to family death is required because of the emotional disability of the supervisor, such absence may be charged to accumulated and authorized sick leave, upon request of the supervisor. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal leave, in accordance with section A-1 of this article.

4. Other Temporary Leaves

Other leaves of absence with pay may be granted by the Board at its discretion.

5. Effect of Temporary Leave Upon Sick Time

Leave taken pursuant to this article will be in addition to any sick leave to which the supervisor is entitled, except for emotional disability leave as described in Section A-3 of this article.

6. Family Leave Acts

The time granted for leaves will toll toward the State and Federal Family Leave Acts where applicable.

B. DEATH OF A TEACHER OR PUPIL

In the event of the death of an employee or pupil in this District, using discretion, the superintendent shall determine the extent of representation on behalf of the District to attend services. Supervisors who wish to attend services may utilize personal time in accordance with the rules governing use of personal leave described in Section A-3 of this article.

ARTICLE X: EXTENDED LEAVES OF ABSENCE

A. ASSOCIATION BUSINESS

The Board agrees that up to one supervisor designated by the Association shall, upon request, be granted a leave of absence without pay for up to two years for the purpose of engaging in the activities of the Association or its affiliates, provided a minimum of 60 days notice has been given to the Board. Additional time may be granted by the Board at its discretion, provided 90 days notice has been given.

B. PUBLIC SERVICE, EDUCATION, AND OVERSEAS LEAVE

A leave of absence without pay of up to one year shall be granted to any tenured supervisor who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full time participant in any such program, or who accepts a Fullbright Scholarship.

C. MILITARY LEAVE

Military leave without pay shall be granted to any supervisor who is inducted or who enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment. Extensions of military leave may be granted by the Board at its discretion.

Time necessary for supervisors called into temporary active duty or any unit of the United States Reserves or State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this Agreement, the determination of what constitutes "temporary active duty" shall be made by the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. A supervisor absent because of temporary active military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 38: 23-1 or N.J.S.A. 38A: 4-4.

D. MATERNITY DISABILITY AND CHILD - REARING LEAVE

Child-rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

1. Any supervisor seeking a leave of absence for reasons associated with disability due to pregnancy or for child-rearing leave during the first two years of the child's life, will file a written request for such leave with the superintendent at least 90 days in advance of the first day of the anticipated disability or child-rearing leave. The written request will include:
 - a. a physician's certification of pregnancy and the estimated delivery date.
 - b. the date on which the supervisor intends to return.
 - c. a request for medical disability leave which specifies the anticipated beginning and ending date. It is understood that medical disability is not always predictable and that a change in the beginning or ending date for disability leave may be necessary. The Board will honor changes when supported by the attending physicians written recommendation.
 - d. a notice of intent to use accumulated sick leave. It is understood that a supervisor cannot know how many sick leave days will remain available to her 90 days in advance; therefore, final written notice of how many days will be taken for medical disability leave due to pregnancy need not be submitted until the week of the supervisor's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the supervisor may indicate that she wishes to use all which is remaining to her upon her departure.

Requests for use of accumulated sick leave which extend beyond 30 calendar days before and/or after the anticipated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment.

- e. A request for child-rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where a supervisor has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and should include a beginning date for unpaid leave.

D. MATERNITY DISABILITY AND CHILD-REARING LEAVE (continued)

2. The Board shall honor leave dates so requested if they will not substantially interfere with the effective administration of the educational program to which the supervisor was assigned, subject to the following conditions:
 - a. the Board may require as a condition of the supervisor's return to service, the production of a certificate from a physician certifying that the supervisor is medically able to resume her duties.
 - b. in no event shall any such leaves be extended beyond the end of the contract year in which leave is requested to commence for non-tenured supervisors.
 - c. in no event shall such leaves extend beyond a period of four semesters from the date on which said leave is to commence for tenured supervisors.
 - d. the Board may grant a leave for dates other than those requested upon a finding that the grant of leave for the dates requested would substantially interfere with the administration of the school. The Board reserves the right to change dates for maternity disability/child-rearing leaves to conform to the beginning and ending of semesters.
 - e. the Board will honor sick leave requests which meet the requirements and criteria established in Section 1 herein, so long as the delivery occurs within the time window specified in the supervisor's request for use of sick leave. If delivery occurs prior to the initially requested disability period, the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a 30-calendar day period following delivery.
 - f. the Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this article when the date estimates are incorrect because of circumstances beyond the pregnant supervisor's control.
 - g. when the supervisor's absence due to disability leave does not extend beyond the 30-day time window before and after delivery and the supervisor has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under Section A of Article VIII (SICK LEAVE) of this Agreement.
3. The Board reserves the right to remove any pregnant supervisor from her position or to insist that the supervisor accept a leave of absence therefrom, in accordance with the provisions of Section D of this article, if after her pregnancy is confirmed, and she is not medically able to perform her duties and her physical condition or capacity is such that her health would be impaired if she were to continue in her position. Such physical capacity will be deemed so impaired if any of the following occur:
 - a. the pregnant supervisor, after written request from the superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties
 - b. the pregnant supervisor's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties, or

D. MATERNITY DISABILITY AND CHILD-REARING LEAVE (continued)

- c. if, after a difference of medical opinion by the supervisor's physician and the Board's physician, a third physician designated by mutual agreement of the supervisor and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in his/her opinion, the supervisor is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared by the Board and the supervisor involved.
4. In the case of termination of pregnancy for any reason other than normal birth, the supervisor shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the supervisor's physician of her physical fitness to teach, and if the Board has not contractually obligated itself to a replacement teacher, or if another position exists for which the supervisor is certificated and qualified to take. If the returning supervisor's position is occupied by a non-tenured replacement, the replacement teacher maybe given a 60 day termination notice to make room for the returning supervisor if the supervisor so requests. During the 60 day period the Board agrees to utilize the services of the returning supervisor as a substitute teacher at the substitute teaching payment rates.
5. After the grant of leave to any supervisor pursuant to the provisions of Section D of this article, the Board will give reasonable consideration to a request from the supervisor for either, provided the supervisor requesting the same makes written application to the superintendent at least 60 days before the date such extension or reduction will become effective, and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the supervisor is, or will be, able to resume her duties on the date such resumption is requested and provided the date of return falls at the beginning of a semester and provided a vacancy exists for which the supervisor is certificated and qualified to fill.

E. FAMILY ILLNESS LEAVE

A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of the supervisor's family. Additional leave may be granted at the discretion of the Board.

F. PUBLIC OFFICE LEAVE

The Board shall grant a leave of absence without pay to any supervisor to serve in an elected or appointed office for the term to which the supervisor was elected or appointed, reelected, or reappointed.

G. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board at its discretion.

H. SABBATICAL LEAVE

Sabbatical leave shall be available to supervisors under the following conditions:

1. Only one sabbatical leave per year may be granted and a sabbatical leave will not exceed a one calendar year period.

H. SABBATICAL LEAVE (continued)

2. The purpose of a sabbatical leave shall be limited to full time pursuit of a graduate degree which must be conferred at the end of the leave period, or as soon after as possible, depending upon established schedules for graduations of conferring institutions.
3. The supervisor shall have completed seven full school years of service with the District by the first day of the requested sabbatical leave.
4. A supervisor on sabbatical leave shall be paid at 50 percent for a full year of leave at the salary rate he/she would have received had he/she remained on active duty.
5. Upon return from a sabbatical leave, the supervisor shall be placed on the salary schedule at the level which would have been attained if active employment had been continuous during the period of sabbatical leave.
6. By written contractual agreement, consummated prior to leaving for an approved sabbatical leave, the supervisor must guarantee to the Board that two additional years of service in the District will be rendered immediately and continuously following a return to the District on the date agreed upon. Acknowledgment of such an agreement shall be incorporated into the application for sabbatical leave as a condition for consideration by the Board.
7. Requests for sabbatical leave must be submitted to the superintendent in writing in a format requested by the superintendent by November 1 of the school year prior to the school year for which sabbatical leave is requested.

I. SUPERVISOR ILLNESS OR DISABILITY LEAVE

A leave of absence without pay for up to two years may be granted to a supervisor who has become disabled or ill, as confirmed by a physician certification. Provisions found in Section D of this article will apply in such matters.

1. Upon return from leave granted pursuant to Sections A, B, C or H of this article, supervisors will be considered as if they were actively employed by the Board during the leave period and shall be placed on the salary schedule at the level they would have attained had they not been on leave, provided however; that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A supervisor shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, G or I of this article, nor shall this time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which supervisors were entitled at the time a leave of absence began, including unused accumulated sick leave, shall be restored upon return, and the supervisors shall be assigned to the same positions they held at the time said leave began.

J. INCREMENT CREDIT UPON RETURN FROM LEAVE

1. Upon return from leave granted pursuant to Sections A, B, C or H of this article, supervisors shall be considered as if they were actively employed by the Board during the leave period and shall be placed on the salary schedule at the level they would have attained had they not been on leave; provided however, the time spent on such leave shall not count toward fulfillment of the time requirements for acquiring tenure. A supervisor shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, G or I of this article, nor shall such time count toward the fulfillment of time requirements for acquiring tenure.
2. All benefits to which supervisors were entitled at the time of leave of absence began, including unused accumulated sick leave, shall be restored upon return, and the supervisors shall be assigned to the same positions they held at the time said leave began.

K. EXTENSION OF LEAVE

All extensions or renewals of leave will be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the superintendent at least 60 days before the anticipated beginning date of such extensions or renewals.

ARTICLE XI: COMPENSATION

A. SALARY GUIDE

Salaries of supervisors covered by this Agreement shall be according to the salary guides set forth in Schedule B

B. CO-CURRICULAR BONUSES

Supervisors who assume co-curricular duties shall be paid as set forth in Schedule D attached hereto. Longevity pay for Coaches and Advisor will be frozen at the 2002-2003 level. Coaches and Advisors receiving longevity prior to the 2003-2006 contract shall continue to do so but at their 2002-2003 longevity rate. No additional persons shall be eligible for the longevity compensation.

C. INITIAL SALARY

When accepting employment as a supervisor, initial placement on the salary guide shall be as agreed by the Board and the supervisor.

D. SERVICE INCREMENT

An additional increment of \$150.00 will be awarded upon completion of three years of continuous service to the District. Similar increments of \$150.00 shall be given after the sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first and twentieth-fourth full years of continuous service in the District.

E. SUMMER PAYMENT PLAN

1. Supervisors shall be paid in 24 equal installments occurring approximately on the 15th and 30th day of each month. It is recognized that this payment plan pays supervisors during the summer months for days that have not as yet been worked. If a supervisor leaves the district prior to the end of the contract year, money may be owed to the district for days not yet worked and therefore appropriate deductions shall be made from the supervisor's pay check.
2. Supervisors may independently elect to have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union, and/or deposited in tax-deferred annuities, upon execution of appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in N.J.S.A. 18A: 29-3.

F. INCREMENT

1. To be eligible for a full increment, a supervisor must have been employed as a supervisor by the District during the prior year for at least 120 days for full time supervisors.
2. The Board reserves the right under N.J.S.A. I 18A:29-14 to withhold increments of Association unit members in certain circumstances. All rights relative to increment withholding actions shall be according to law.
3. If it is anticipated that a higher degree will be conferred or if additional graduate credits will be earned, making a supervisor eligible for a higher salary, advance notice must be presented in writing before November 1st of the school year prior to eligibility for the additional salary. Evidence of the higher degree or additional graduate credits must be submitted to the superintendent by official college or university transcript. This shall read: If it is anticipated that graduate credits will be earned during the school year which will make the supervisor eligible for a higher salary scale, indication of the same must be presented in writing to the superintendent on or before November 1st of the preceding school year, in order to permit budgetary provision for such needs. Evidence of satisfactory completion of such graduate credits must be submitted to the superintendent by official transcript. The deadline for submitting evidence of satisfactory completion of graduate credit shall be September 8th.

G. TRAVEL REIMBURSEMENT

Mileage reimbursement for travel approved in advance by the Office of the Superintendent shall be at 32.5 cents per mile. Such travel reimbursement would cover the costs of travel to professional conferences, regional and state business meetings, as well as travel among/between the three schools and the central office. The amount of the reimbursement will be adjusted upward to match cost of living adjustments achieved by the other two professional associations in the district.

H. DIRECT DEPOSIT

Direct deposit of the employees' paychecks will be implemented as soon as possible after requested by the supervisor. Supervisors shall be entitled to identify an institution only once during any contract year, identifying the same on the form attached to the contract document. Supervisors agree that any and all liability relative to employees' paychecks will fall upon the identified employees' bank and not on the Board of Education.

I. ACTING SUPERVISORS

1. The Board will search for candidates who hold a Master's Degree and meet certification requirements for all open supervisory positions. In the event a supervisor's vacancy is not filled by a person who holds a Regular New Jersey Supervisors Certificate, the Board may name an acting supervisor to fill the position for a period up to a calendar year. In the event a person cannot be found immediately who meets the degree or certification requirements for the named positions, the Board may name an acting supervisor with the intent to continue searching for a candidate who meets these requirements. In such cases, when the final candidate reports to the District, the acting supervisor will be reassigned and the stipend proration ended.
2. Acting supervisors must hold a Masters Degree or higher upon employment. If a recommended candidate does not hold a New Jersey Supervisors Certificate, the person will be given one calendar year to meet that requirement. The Board may grant an extension of up to one calendar year for a non-certified candidate to obtain certification. A guidance supervisor also will be required to hold a Director of Student Personnel Services Certificate but will be permitted a period of 18 months to obtain that certificate.
 - a. Failure of appointees to meet these requirements shall result in non-renewal of their employment as a supervisor at the end of the school year in which the deadline falls. The acting supervisor will be notified of that decision by May 16th of the school year prior to non-renewal. If the certificate is not in hand but all of the requirements have been met and only State procedures are delaying processing of the certificate, a letter from a college or university stating this set of circumstances will be accepted in lieu of the certificate for a period of six months.
 - b. In lieu of placement on the Supervisor's salary guide, after the 20th day serving in the position, an acting supervisor shall remain on the teachers salary guide and be paid a stipend equal to \$4,000, if certificated in New Jersey as a supervisor or administrator, or \$2,450, if not certificated in New Jersey as a supervisor or administrator. The stipend shall be prorated, beginning on the seventh day, for the actual time served as an acting supervisor as defined by a Board appointment to that position. If the acting supervisor is already serving as an assistant supervisor with a stipend, that stipend shall be increased by the same amount and prorated in the same manner. Should the acting supervisor be appointed to the open position, the supervisor will be placed on the supervisors' salary guide at a point negotiated by the supervisor and the Board. That salary shall be prorated for the period of time remaining in the school year.

ARTICLE XII: PROMOTIONAL AND OTHER POSITIONS

A. NOTICES

The Board will announce promotional and other positions to the Association president in writing at least 15 calendar days prior to the deadline for applications. The notice can be less than 15 days upon mutual agreement of the Association president and the superintendent or his agent.

B. APPLICATIONS

Supervisors who want to apply for promotional and other positions must submit a letter of application to the superintendent prior to the announced deadline. Transcripts, certificates, and other information already on file in the District Office need not accompany the letter of application.

C. COMPENSATION

Compensation for promotional positions and other positions shall be established by Board policy, by this agreement, or by agreement with another bargaining unit.

ARTICLE XIII: WORK YEAR, DAY, AND LOAD

A. WORK YEAR

1. SUPERVISORY POSITIONS

- a) Supervisors will work 20 days between July 1 and the first day teachers report to work in September except for the Guidance Directors, who will work 21 days between July 1 and the first day teachers report to work in September. The Athletic Directors with the approval of their principal may work four of these twenty days during holidays (except Thanksgiving Day) that fall during the school year calendar or on Sundays if a special athletic event is held that requires their presence. At the Boards discretion, additional working days above the 20 required may be requested by the supervisors and granted, with pay, on an as-needed basis.
- b) The salary guide for supervisors will be as shown on Schedule B. Salary deductions for supervisors for days not worked shall be at 1/220th of base salary and for the Guidance Directors it shall be at 1/221 of their base salary..
- c) Supervisors shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar.
- d) Supervisors shall be paid in 24 equal semimonthly salary payments. It is recognized that this payment plan pays supervisors during the summer months for days that have not as yet been worked. If a supervisor leaves the district prior to the end of the contract year, money may be owed to the district for days not yet worked and therefore appropriate deductions shall be made from the supervisor's pay check.

2. ASSISTANT SUPERVISORY POSITIONS

- a) Assistant Supervisors will work a ten-month school year which will include all days worked by teachers. At the Board's discretion, summer days may be requested by assistant supervisors and granted, with pay, on an as needed basis.

2. ASSISTANT SUPERVISORY POSITIONS (continued)

- 1) Additional days shall be paid at the rate of 1/200th of annual base salary (plus the supervisor's stipend for assistants); unless those days are part of another paid project or task, for which a rate has been established by policy, another agreement, or other means. Summer school is an example of another such task. Curriculum development is an example of another such project.
- 2) Assistant supervisors shall not be required to come to the school plant on emergency closing days or on holidays which appear in the regular school calendar.
- b) The Association understands the Board of Education has the authority to downsize the work force and that such reductions may occur in the future in the form of consolidated positions or reduced work year. The Board understands its obligation to bargain with the Association concerning the impact of force reductions.
 - 1) Assistant supervisors may be considered for employment in the District Summer School (when offered) at the rate established in the current agreement between the Black Horse Pike Education Association and the Board.
 - 2) Assistant supervisors also may be considered for other summer positions available in the District, such as curriculum development, credit completion, summer printing, and others which may be established from time to time. In all such cases, payment shall be as established by Board policy or in accordance with labor agreements with other bargaining units.

B. TEACHING LOAD AND WORK DAY

1. All supervisors shall not carry a teaching load or a case load. Guidance Directors shall not carry a pupil load. The Assistant Athletic Directors shall teach four periods per day.
2. At its discretion, the Board of Education may establish assistant supervisor and assistant athletic director positions.
 - a. Assistants shall be assigned to teach no more than four classes.
 - b. An assistant who holds supervisor or administrative certification shall be designated as an "assistant supervisor" and shall be paid the annual stipend shown on Schedule B, attached hereto, for supervisory services, including evaluation of teachers.
 - c. An assistant supervisor or an acting supervisor who does not hold a New Jersey supervisor or an administrator certificate may perform ministerial duties only and shall not participate in teacher evaluation. Such supervisors may not be named "supervisor in charge" of any pupil activity and shall not assist teachers with classroom discipline. The parties understand when such situations arise, another certificated supervisor on a voluntary basis or an administrator will be assigned to perform teacher evaluations.
3. The work day for supervisors will be as established through continuous past practice.

TEACHING LOAD AND WORK DAY (continued)

4. Supervisors may be required to attend evening in-service sessions sponsored by the principal, by Central Office, or by an outside consultant group arranged by the Board or Central Office.
5. Supervisors are not required to return to school for evening chaperoning duties nor for any school sponsored activities. Guidance Directors are required to attend eighth grade orientation evening and Back-to- School Night. Athletic Directors are required to attend all home games where admission is charged or have a designated replacement (per the job description).

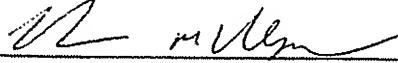
C. SUMMER OPTION

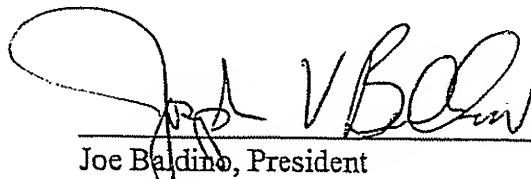
The present supervisory group is composed of supervisors and assistant athletic directors. It is the intention of the members to fulfill their responsibilities within the framework of the contractual agreement. However, if an occasion should arise for individual members to request unpaid leaves of absence for the summer, the Association will support the individual's agreement. In such an instance, additional work days in the summer may be granted on a per diem basis as agreed upon between the supervisor and the superintendent.

IN WITNESS WHERE OF, the parties hereto have caused these presents to be signed by their respective officers on this 18th day of November, 2004.

ATTEST:

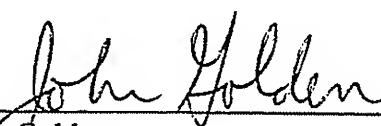
BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

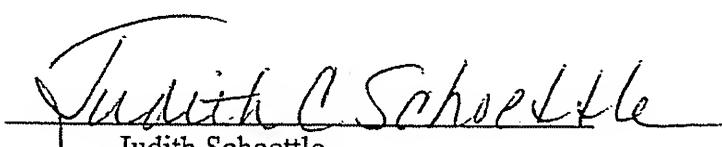

Dennis Vespe
Board Secretary/Business Administrator


Joe Baldino, President

BLACK HORSE PIKE SUPERVISORS' ASSOCIATION


Glenn Smith,
President BHPSA


John Golden
Vice President & Negotiations Co-Chairperson


Judith Schoettle
Negotiations Co-Chairperson

SCHEDULE A

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
580 Erial Road, Blackwood, New Jersey 08012

LEVEL ONE

GRIEVANT

DATE FILED

- A. Nature and date of alleged occurrence in reasonable detail, including a citation of the sections of the Agreement, Board Policy, Administrative Code, and New Jersey Statute alleged to have been misinterpreted, misapplies, or violated. (Add additional sheets if needed.)

- B. Nature and extent of injury, loss, or inconvenience.

- C. Results of informal discussions.

- D. Why dissatisfied with decision(s) rendered?

SCHEDULE A

LEVEL ONE (continued)

E. Expected relief, corrective actions, or alternatives.

Signature of Grievant

Date

REPONSE BY PRINCIPAL

Signature of Principal or Assistant Superintendent

Date

LEVEL TWO

Why dissatisfied with the principal's response?

Signature of Association Official

Date

SCHEDULE A

LEVEL TWO (continued)

REPONSE BY SUPERINTENDENT

Signature Superintendent

Date

LEVEL THREE

Why dissatisfied with the Superintendent's response?

Signature of Association Official

Date

SCHEDULE A

LEVEL THREE (continued)

REPONSE BY BOARD OF EDUCATION

Signature of Principal Board Secretary

Date

LEVEL FOUR

Dissatisfaction with the Board of Education response?

Intended or requested third-part intervention.

Signature of Association Official

Date

SCHEDULE B-1

SUPERVISORS SALARY GUIDE
Base Salary Guide excluding a summer component and longevity increment

2003-2004	0.045	Class B30	Class M	Class M15	Class M30	Class D
Minimum		65,373.11	66,104.61	66,643.83	67,177.83	68,251.04
Minimum		84,857.14	85,588.64	86,124.72	86,661.85	87,735.07

2004-2005	0.0477	Class B30	Class M	Class M15	Class M30	Class D
Minimum		68,491.41	69,257.80	69,822.74	70,382.21	71,506.61
Minimum		88,904.82	89,671.21	90,232.87	90,795.62	91,920.03

2005-2006	0.0473	Class B30	Class M	Class M15	Class M30	Class D
Minimum		71,731.05	72,533.69	73,125.36	73,711.29	74,888.88
Minimum		93,110.02	93,912.66	94,500.88	95,090.25	96,267.84

Members of the unit will receive annual increases to their base salaries at the rates of 4.5% for year one, 4.77% for year two, and 4.73% for year three.

SUPERVISORY ASSISTANTS STIPENDS

In addition to the amount shown on the teacher's salary guide where assistants are appropriately placed, assistant athletic directors who hold supervisory certification shall receive a stipend of \$5,000.00. Assistant athletic directors who do not hold supervisory certification shall remain at their appropriate placement on the teacher's guide and receive a stipend of \$2,450.00.

SUMMER PLACEMENT

Supervisors shall receive a summer payment equal to 10% of their base salary and shall be paid over a 12-month period. The summer payment shall be considered part of the base salary for pension and deduction purposes. The directors of guidance shall receive a summer payment equal to 10.5% of their base salary to reflect the 21 summer days they work.

SUPERVISOR'S GRADUATE ADJUSTMENT GUIDE

03-04 / 0.045	CLASS B30	ADJUSTMENT	CLASS M	ADJUSTMENT	CLASS M15	ADJUSTMENT	CLASS M30	ADJUSTMENT	CLASS D
MINIMUM	65,373.11	731.50	66,104.61	539.22	66,643.83	534.00	67,177.83	1,073.21	68,251.04
MAXIMUM	84,857.14	731.50	85,588.64	536.08	86,124.72	537.13	86,661.85	1,073.22	87,735.07
<i>Average Differential</i>		731.50		537.65		535.57		1,073.22	

04-05 / 0.0477	CLASS B30	ADJUSTMENT	CLASS M	ADJUSTMENT	CLASS M15	ADJUSTMENT	CLASS M30	ADJUSTMENT	CLASS D
MINIMUM	68,491.41	766.39	69,257.80	564.94	69,822.74	559.47	70,382.21	1,124.40	71,506.61
MAXIMUM	88,904.82	766.39	89,671.21	561.66	90,232.87	562.75	90,795.62	1,124.41	91,920.03
<i>Average Differential</i>		766.39		563.30		561.11		1,124.41	

05-06 / 0.0473	CLASS B30	ADJUSTMENT	CLASS M	ADJUSTMENT	CLASS M15	ADJUSTMENT	CLASS M30	ADJUSTMENT	CLASS D
MINIMUM	71,731.05	802.64	72,533.69	591.67	73,125.36	586.93	73,711.29	1,177.59	74,888.88
MAXIMUM	93,110.02	802.64	93,912.66	588.22	94,500.88	589.37	95,090.25	1,177.59	96,267.84
<i>Average Differential</i>		802.64		589.95		587.65		1,177.59	

SCHEDULE C-1

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT

REQUEST FOR TEMPORARY LEAVE

TO: Central Office (via Assistant Superintendent)

Highland
 Timber Creek
 Triton
 District

FROM: _____ (please print)

PLEASE SELECT ONE:

Personal Leave - *Must be requested 5 school days in advance, except in emergencies.*

Bereavement Leave - Relationship of Deceased _____

Jury Duty - Submit a copy of Summons, then Court documentation verifying jury duty.

Vacation - (Administrators and Support Staff only)

Cancellation of Leave Requested _____

Date(s) Requested: _____ $\frac{1}{2}$ day Periods to be covered: _____

EXPLANATION: *Please certify that the reason for leave is an urgent personal matter which cannot be reasonably met during non-school hours. Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date.*

Date Submitted _____

Signature _____

Approval has been granted for you to be absent from your assigned duties on the date(s) requested. If your plans change, please notify our substitute service (or your support staff supervisor) so the substitute can be cancelled or rescheduled. Also notify Central Office, via this form, so we can adjust our records.

PLEASE DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY

COVERAGE: Request External Will Arrange Internal No Coverage

Supervisor's Approval (signature) / date _____

Principal's Approval (signature) / date _____

District Office Approval (signature) / date _____

Approved: _____ With Pay: _____
Not Approved: _____ Without Pay: _____

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT
580 Erial Road, Blackwood, NJ 08012

REQUEST FOR PROFESSIONAL DEVELOPMENT PROGRAM

TO: Central Office (via Assistant Superintendent) _____ Highland _____
 FROM: _____ Timber Creek _____
 (please print) _____ Triton _____
 _____ District _____

PLEASE SELECT ONE:

- Professional Development – During School Hours (pursuant to Agreement)
- Professional Development – Outside School Hours
- School Business

Date(s) Requested: _____ Periods to be covered: _____

Did you mail, FAX or e-mail your Registration? (please circle): YES NO

EXPLANATION: Please include the title, sponsor, and location of the program as well as a detailed explanation of all anticipated expenses (use reverse side of form, if necessary).

Date Submitted _____

Signature _____

PLEASE DO NOT WRITE IN THE SPACE BELOW – FOR OFFICE USE ONLY

Are expenses in accordance with Departmental Plan? (please circle): YES NO

COVERAGE: Request External Will Arrange Internal No Coverage Needed

Supervisor's Approval (signature) / date _____

Principal's Approval (signature) / date _____

District Office Approval (signature) / date _____

Approved: _____
Not Approved: _____

With Pay: _____
Without Pay: _____

SCHEDULE D

OTHER ACTIVITIES

ACTIVITY	RATE	ACTIVITY	RATE
Newspaper Supervisor	0.07500	CLUB ADVISORS	
Newspaper Business Advisor	0.02000	Future Physicians Club	0.02000
Publications Production Assistant	0.05000	Future Nurses Club	0.02000
Yearbook Literary Advisor	0.09080	Psychology Club	0.02000
Yearbook Business Advisor	0.07000	Chess Club	0.02000
Yearbook Assistant Literary	0.05500	Future Teachers	0.02000
School Public Information	0.05800	Auto Club	0.02000
District Public Information	0.08800	Computer Club	0.02000
Class Advisors	0.05540	Artisans Club	0.02000
Director of Musical	0.09000	News Team Club	0.03000
Assistant Director, Musical	0.06000	Foreign Language Clubs	0.02000
Musical Assistants	0.04230	Photography Club Advisor	0.02000
Stage Crew Supervisor	0.08000	All other chartered and Approved clubs which are Not listed	0.02000
Coordinator of Dramatics	0.03000	Saturday Detention (per hour)	0.00080
One-Act Play Director	0.02550	Strength and Conditioning	
National Honor Society Advisor	0.02550	Summer	0.04047
Student Council Advisor	0.06380	Fall	0.07765
Assistant Student Council Advisor	0.02000	Winter	0.08368
Service Club Advisor	0.04590	Spring	0.06071
Choir Director	0.06000	Part Time Trainer	
Chorale Director	0.03000	Fall	0.10650
Marching Band Director	0.10000	Winter	0.10070
Asst. Marching Band Director	0.06000	Spring	0.07600
Marching Band Assistants	0.04000	Full Trainer	0.14350
Summer Band Assistants	0.01600		
Jazz Band/Ensemble Director	0.03000		
School Activities Treasurer	0.090		
Intramurals Director	0.07580		
A.F.S. Advisor	0.03500		
D.E.C.A. Advisor	0.03500		
F.B.L.A. Advisor	0.03500		
V.I.C.A. Advisor	0.03500		
H.O.S.A. Advisor	0.03500		
H.E.R.O. Advisor	0.03500		

SCHEDULE D
COCURRICULAR SALARY GUIDE

Except where noted, the rate below shall be multiplied by the salary designated as Step One of the Class B Salary Guide appearing as Schedule B of this Agreement, to arrive at the cocurricular stipend.

COACHING, ATHLETICS	POSITIONS	RATE
Fall Cheerleading	Head Coach	0.05180
	Assistant Coach	0.05000
Winter Cheerleading	Head Coach	0.08550
	Assistant Coach	0.08120
Cross-Country and Fall Tennis	Head Coach	0.07060
	Assistant Coach	0.05000
Football	Head Coach	0.15970
	Assistant Coach	0.10650
Hockey, Soccer, and Swimming	Head Coach	0.10200
	Assistant Coach	0.06800
Basketball and Wrestling	Head Coach	0.15110
	Assistant Coach	0.10070
Spring Tennis	Head Coach	0.07910
	Assistant Coach	0.05270
Softball and Baseball	Head Coach	0.11050
	Assistant Coach	0.07370
Golf	Head Coach	0.07910
	Assistant Coach	0.05270
Boys' and Girls' Track	Head Coach	0.11400
	Assistant Coach	0.07600
Winter Track	Head Coach	0.06250
	Assistant Coach	0.05000
OTHER ATHLETICS		RATE
Ticket Sellers and Ticket Takers per game		0.00150
Photographers and Timers per game		0.00150
Game Supervision per game		0.00150
Nurse per game		0.00225
Nurse for Fall Sports Medicals per day		0.00550